

## CY2005 State/County Contract Changes 10/21/2004

Item	Section #	Title	Changes Made
1	Various		Consistency in use of Party and party.
2	Various		Consistency in use of Agency /agency/county/CSA. See also #31.
3	Paragraph 1		Write out Child Support Agency (CSA) when first used
4	Various		Consistency in “CSA” and “child support agency” references
5	9.4,15.9		“Appendices” changed to <u>attachments</u> ?
6	multiple		Consistency in format in statute references: <u>Wis.Stats</u> s.___
7	2	Appointment of Contract Manager	(Change in references to regional functions.) Add: The Child Support Regional Administrators will act as contract managers. See also #30.
8	3.1	General requirements	General Requirements. ...The Agency agrees that the functions performed and services provided or purchased by the Agency as specified in this Contract shall be performed in accordance with statutes and rules stated above and the DWS Administrator’s Memo Series, the Child Support Bulletins, the Bureau of Child Support (BCS) Memo Series, the Bureau of Child Support Letters Series, the Bureau of Child Support fact sheets, the Wisconsin Child Support Procedures Manual, the Wisconsin Child Support Policy and Program Administration Manual, the Wisconsin Child Support Forms and Documents Manual, the Wisconsin Child Support Report Manual, <del>the Child Support Directory and Resource Book,</del> the BCS Workweb, the Central Office Reporting <u>Manual instructions</u> , (CORe) <u>e-mail</u> or its equivalent, <u>state and</u> federally approved corrective action plans, fiscal audits, <del>the KIDS User Manual, and the CARES Manual,</del> as applicable. (Retain all other language in this section.)
9	3.4	Cooperative Agreements	<p><b>3.4—Cooperative Agreements.</b> Establish and maintain written cooperative agreements between the Child Support Agency and other Agency officials who have a statutory obligation pursuant to s. 59.53(5), Wis. Stats., to cooperate with the Department and Agency as necessary to provide services required under the Child Support Program in compliance with this Contract.</p> <p><u>By CY 2006, use the new model agreement developed in cooperation with WCSEA provided by the Department to ensure statewide uniformity, and meet minimum federal requirements in accordance with 45 CFR 107</u></p> <p><del>Under the terms of this Contract, A</del>administrative reimbursement is available for services provided under a cooperative agreement for the calendar quarter during which the</p>

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			agreement is signed and for subsequent calendar quarters covered by the agreement. If no signed cooperative agreement is in place for a calendar quarter, no Federal reimbursement is available for that calendar quarter. (Delete sections a-g; detail covered in CSB)
10	3.11.1	Enter Court Order and Balance Information	(Change.) Enter court order information and account balance information in a timely manner and make appropriate adjusting entries, as necessary, to ensure <del>appropriate</del> <u>correct</u> distribution and allocation of payments <u>pursuant to state statute and federal distribution hierarchy</u> .
11	3.11.3	Tax Intercept Adjustments	(Delete, no longer relevant) <b>Tax Intercept Adjustments.</b> Provide the State with information on who received the original collection and ensure that the case is on KIDS. The Department will set up the tax recoupment on KIDS against the participant who received the money. If the payee must repay, the arrears will be adjusted by the Department. The Department will pursue collection activity
12	3.13	Provide Public with Information about Child Support Program.	(Documentation no longer applicable.) <del>Provide documentation to the Department of Agency efforts to</del> Provide the public with information on the Child and Spousal Support Program.
13	3.16	Confidentiality of Records	Agree to comply with the applicable federal and state laws and Department regulations concerning confidentiality of participants and <del>KIDS- case</del> records <u>including records maintained on KIDS.</u>
14	4.5	Advanced Manual Releases	Advanced Manual Releases. Distribute an advance copy of the <del>BCS-Wisconsin Child Support Procedures Manual and the</del> Wisconsin Child Support Policy and Program Administration Manual releases to the Wisconsin Child Support Enforcement Association (WCSEA) Review Panel. The Review Panel will be given an opportunity to provide input on the manual releases they receive. The state's objective is to issue manual releases within six months of the enactment of child support related laws or statutes or the issuance of the regulations.
15	4.18	Confidentiality of Records	Agree to comply with the applicable federal and state laws and Department regulations concerning confidentiality of participant and case records including records maintained on KIDS. (Same as 3.16)
16	4.20	Centralized Receipt and Disbursement	(Change title to <b>State Disbursement Unit (SDU)</b> ) . (Change the following) The advisory group shall include 7 CSA representatives, the regional administrators and other BCS staff, and representatives from the Trust Fund

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17	4.9	Comprehensive Training	<b>4.9 (Rewritten)</b> Provide comprehensive statewide training for Agency personnel including, but not limited to, new worker training, training related to new initiatives and KIDS enhancement, and other continuing training related to the Child Support Program. Training programs, curriculum, and scheduled training events shall be determined in consultation with the Child Support Training Advisory Committee (CSTAC). Child support training and curriculum shall be made available to CSAs upon request. Provision of formal classroom training is subject to BCS budget limitations.
18	4.14	KIDS Enhancement	<b>KIDS Enhancement.</b> <del>Acknowledge its responsibility</del> <u>Responsible</u> to modify and enhance the KIDS system <u>to meet federal program requirements and to ensure that the KIDS system operates perform efficiently, and in a manner that supports CSA program operations and performance improvements.</u> <del>as federal and state funding for Child Support Programs becomes performance based. In recognition of the necessity of KIDS to perform efficiently and with the capability to utilize all functions and enforcement tools authorized by law, t</del> The Department agrees to continue to take all necessary actions to modify the IV-A to IV-D (CARES/KIDS) computer interfaces, <del>and implement purging and archiving so as to eliminate the monthly duplication and to timely and accurately implement the remaining Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) and,</del> fully utilize all funds authorized by the legislature for the modification and enhancement of KIDS.
19	9.1-9.6	Prepayments/Take backs	<b>(CORE system pays January reimbursement in March)</b>  <b>9.1 Advance Payments.</b> The Department shall make advance payments to the Agency based upon the following schedule:  Payments for January and February shall be made on the fifth of each of those months in amounts based on one-twelfth of the contracted amount shown in Exhibit 1 and as specified in this Section. A report will accompany each monthly payment made under this Contract identifying which portion of the payment is attributable to Exhibit 1.  <b>9.2 Recovery of Advance Payments.</b> Payments for <del>October,</del> November, and December expenses will be adjusted as follows: <b>9.2.1-4 Deleted</b>  <b>9.2.5 November 2005 Expenses.</b> November 2005 expenses reported in December will be adjusted against one-half of the outstanding payments (which were issued in January and February 2005) when the reimbursement for November actual

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			<p>expenses is made.</p> <p><b>9.2.6 December 2005 Expenses.</b> December 2005 expenses reported in January 2006 will be adjusted against one-half of the outstanding payments (which were issued in January and February 2005) when the reimbursement for December actual expenses is made.</p>
20	9.7.5	No Reallocation of Funds.	(Possible Deletion?) The Agency shall not at any time reallocate funds in Section 6 nor between lines in such sections unless specific written approval is received from the Department within 60 days of the end of the Contract period.
21	11.2.1	Financial and Compliance Review	Financial and Compliance Review. In the event that the Department conducts a financial and compliance review, it will include the examination of <del>financial</del> records maintained by the Agency. The review shall be conducted in accordance with the Department procedures. This review will not <u>supplant the requirement to conduct a single audit of the child support agency.</u> <del>meet the requirements of the Single Audit Act for the Agency.</del>
22	13	Disputes	(Change sentence) At the same time the complaint is filed with the Department's Chief Legal Counsel, the complaint also may be filed with the Child Support Policy Advisory Committee (with notice to the Chief Legal Counsel) for its next regularly scheduled <del>monthly</del> meeting. (Retain all other language).
23	15.1, 15.3	Civil Rights	Civil Rights language updates submitted by Ginevra Ewers
24	Signature	Add Printed Name and Title to County signatures	(To read the county signatures)
<u>25.</u>	<u>New</u>	<u>Enforce Compliance with New Hire Reporting</u>	<b>4.21 New Hire Reporting.</b> Ensure employer compliance with the reporting requirements under DWD Rule 43 (New Hire Reporting). The Department will appoint members to a New Hire Workgroup that will consult with members from the child support agencies appointed by the President of the Wisconsin Child Support Enforcement Association (WCSEA) to create strategies by which the goals of New Hire Reporting may be achieved.

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26.	New	Mandatory ACH (Automatic Clearinghouse) for CORE payments	9 counties have not implemented ACH : Crawford, Grant, Iron, Juneau, LaFayette, St. Croix, Trempealeau, Washburn, Waukesha. See #27 for language.
27	New	Change of due dates for monthly CORE reports	Claims for reimbursement of allowable costs shall be submitted monthly. If the expenditure report is received on or before the 23rd day of the month following the report month, the deposit to the Agency's account will be made by department by the 30th day of the month. The Agency must have a direct deposit account and provide DWD Finance with an account number allowing access for Automated Clearing House (ACH) deposits.
28.	New	Charge for Vital Records Queries	Placeholder- DHFS has not yet sent DWD a written request for this funding.
29	New	Definition of IV-D	1.5 IV-D Program. The Wisconsin program that provides child, spousal and medical support services, and paternity establishment services to parents and other custodians pursuant to 45 CFR 300 and Wis. Stat. s. 59.53 (5).
30	2	Appointment of Contract manager	Rewritten for clarity. <u>Each of the parties shall have a Contract Manager. The Department's Contract Manager is the Child Support Regional Administrator. The CSA Contract Manager as designated by the County Board is the individual responsible for managing the CSA.</u>
31	Global Change	Use of "Agency"	(First paragraph)... County Board of Supervisors of << County>> County <u>and its designated Child Support Agency (CSA )</u> under Wis.Stat. s 59.53(5) hereinafter referred to as CSA . Subsequent change of "Agency" throughout the document to CSA
32	Various	Other non-substantive changes	Various final grammatical edits